

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Giovanni Moss, Director, Housing and Community Development,
954-797-1226

PREPARED BY: Burton Spiwak, Programs Specialist, Housing and Community
Development

SUBJECT: Resolution

AFFECTED DISTRICT: Town Wide

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO APPROVE A HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM CONSORTIUM COOPERATION AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR FY 2009-2011 FOR THE TOWN TO RECEIVE HOME FUNDS TO PROVIDE AFFORDABLE HOUSING THROUGH MEMBERSHIP IN A HOME CONSORTIUM ALONG WITH TEN OTHER CITIES AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: By Resolution 2002-145, dated June 19, 2002 the Town Council approved a HOME Investment Partnerships (HOME) Consortium Cooperation Agreement (Agreement) between Broward County and the Town of Davie for the Town to receive HOME funds through membership in a HOME Consortium to provide affordable housing. By approving the Agreement the Town joined a Consortium of nine (9) other cities through which each of the cities receives a yearly allocation of HOME funds to provide for affordable housing which the Town otherwise would not be eligible to receive.

The Consortium Cooperation Agreement is self renewing. However, the City of Coconut Creek is to join the HOME Consortium on October 1, 2009 and as a result a new Consortium Cooperation Agreement must be approved, executed and entered into by all the "consortium members". After approval the attached Agreement will again be self renewing on a yearly basis.

PREVIOUS ACTIONS: Resolution R-2002-145 approved June 19, 2002 authorizing the Mayor to execute the HOME Investment Partnerships (HOME) Consortium Cooperation Agreement.

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution , Cooperation Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO APPROVE A HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM CONSORTIUM COOPERATION AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR FY 2009-2011 FOR THE TOWN TO RECEIVE HOME FUNDS TO PROVIDE AFFORDABLE HOUSING THROUGH MEMBERSHIP IN A HOME CONSORTIUM ALONG WITH TEN OTHER CITIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 19, 2002 the Town Council approved Resolution No. 2002-145 authorizing the Mayor to execute a HOME Investment Partnerships Program Consortium Cooperation Agreement between Broward County and the Town of Davie; and

WHEREAS, the Town of Davie through membership in the HOME Consortium receives a HOME allocation which it would not otherwise be eligible to receive; and

WHEREAS, the Consortium Cooperation Agreement is self renewing on a yearly basis; and

WHEREAS, the City of Coconut Creek is joining the HOME Consortium on October 1, 2009; and

WHEREAS, a new HOME Consortium Cooperation Agreement must be executed upon the admission of new municipality into the HOME Consortium; and

WHEREAS, it is in the best interest of the Town Council to authorize the Town's Mayor to execute a new HOME Consortium Cooperation Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The HOME Consortium Cooperation Agreement for FY 2009-2011 is hereby adopted.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2009

HOME INVESTMENT PARTNERSHIPS PROGRAM
CONSORTIUM COOPERATION AGREEMENT
FOR FISCAL YEARS 2009, 2010 AND 2011

WHEREAS, the National Affordable Housing Act of 1990 authorized the U.S. Department of Housing and Urban Development ("HUD") to provide financial assistance to local governments to undertake or to assist in undertaking housing assistance activities in accordance with the HOME Investment Partnerships Program (HOME Program"); and

WHEREAS, Broward County and the below named municipality, collectively referred to as "the Parties", are desirous of receiving federal funding under the HOME Program to provide affordable housing for their residents; and

WHEREAS, Section 92.101, Title 24, Code of Federal Regulations, allows geographically contiguous units of general local government, which would not otherwise qualify as participating jurisdictions, to form a consortium in order to qualify for a HOME Program formula allocation; and

WHEREAS, the Parties, as contiguous units of general local government, seek to enhance the quality of life for their respective citizens, and are desirous of entering into a Consortium Cooperation Agreement; and

WHEREAS, this Agreement, pursuant to Chapter 163, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions and other good and valuable consideration, of which the receipt and sufficiency is acknowledged, the parties agree as follows:

SECTION 1. PARTIES. The parties to this Agreement are political subdivisions of the State of Florida:

Broward County
115 S. Andrews Avenue
Ft. Lauderdale, Florida 33301

Town of Davie
6591 Orange Drive

Davie, Florida 33314

SECTION 2. PURPOSES. This Agreement is entered into for the purpose of meeting the criteria established in 24 CFR Part 92 for obtaining general local government status as a consortium of otherwise ineligible jurisdictions to obtain funding from the HOME Program. Moreover, this Agreement is entered into in order to benefit the citizens of the respective parties. The Parties agree to cooperate with each other to undertake or assist in undertaking housing assistance activities pursuant to the HOME Program.

SECTION 3. MEMBERS/CREATION OF CONSORTIUM. Upon execution of this Agreement, the Parties form a consortium to be known as the "Broward County HOME Consortium", ("Consortium").

SECTION 4. STATUS OF CONSORTIUM. The Broward County HOME Consortium shall be a unit of general local government for funding under the HOME Program upon designation by HUD.

SECTION 5. REPRESENTATIVE. Broward County shall be the member unit of the Consortium authorized to act in a representative capacity to HUD for all members of the Consortium for the purposes of the HOME program.

SECTION 6. CONSOLIDATED STRATEGIC PLAN. Broward County shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Strategic Plan, and the requirements of 24 CFR Part 91 and 92 respectively, and the requirements of 24 CFR Part 92.350. All members of the Consortium shall cooperate in the preparation of a Consolidated Strategic Plan.

SECTION 7. FUND ADMINISTRATION AND DISTRIBUTION. Broward County shall administer and distribute the HOME Program funding according to the allocation schedule calculated and determined by HUD. The participating cities shall select projects funded by their respective allocations and within their municipal boundaries, and the County shall administer the program. Broward County shall collect a ten percent (10%) administrative fee for administering the HOME Program funds and providing all members with a quarterly report of the Program's activities. The parties acknowledge that each of their respective allocations is determined annually by HUD formula.

SECTION 8. CERTIFICATIONS. Each member of the Consortium will affirmatively further fair housing and will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies and Real Property Acquisition Policies of 1970, as amended, implementing regulations of 49 CFR Part 24 and the requirements governing the residential antidisplacement and relocation assistance plan under section 104(d) of the Housing and

Community Development Act of 1974.

SECTION 9. PROGRAM YEAR. The Parties shall be on the same program year for the HOME Program which begins on October 1st and ends on September 30th each federal funding year.

SECTION 10. TERM. This Agreement shall cover Federal fiscal years 2009, 2010 and 2011. It will remain in effect until HOME Program funds for these three Federal fiscal years are expended for eligible activities. No consortium member may withdraw from the Agreement while the Agreement remains in effect. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless a member provides written notice that it elects not to participate in a new qualification period. Broward County, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, will notify consortium members, in writing, of their rights to make such election. Failure by any party to this Agreement to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment to HUD as provided in the Consortia Qualification Notice, will void the automatic renewal of such qualification period.

SECTION 11. AMENDMENTS. Broward County shall be authorized to amend the consortium agreement on behalf of the entire Consortium to add new members to the consortium based on written approval by a majority of the consortium members.

SECTION 12. LIABILITY. Nothing is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. All consortium members are state agencies or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law.

SECTION 13. NOTICES. Formal notices under the terms of this Agreement shall be sent, by U.S. Mail, as follows:

Gary Shimun, Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

SECTION 14. COUNTERPARTS. This Agreement may be executed in

counterparts and each executed agreement shall be treated as the original.

SECTION 15. AUTHORIZING RESOLUTIONS/ATTORNEY CERTIFICATIONS.

Each member shall adopt authorizing resolutions that are incorporated by this reference.

The certifications of legal counsel set forth below shall be deemed an integral part of this Agreement.

SECTION 16. LIMITATIONS OF AGREEMENT. It is not the intent of this agreement to change the jurisdiction of the parties in any manner except as specifically provided. All other policies, rules, regulations and ordinances of the parties will continue to apply as to properties located within the jurisdictional boundaries of each party.

SECTION 17. EMPLOYEE STATUS. Persons employed by either party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of the other party nor shall they have any claim to pension, worker's compensation, civil service or other employee rights or privileges granted by the other party to its officers and employees.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on ____day _____, 20__, and the following municipalities signing by and through its authorized persons.

COUNTY

ATTEST:
its

BROWARD COUNTY, by and through
Board of County Commissioners

Broward County Interim County
Administrator, as Ex-Officio
Clerk of the Broward County Board
of County Commissioners

By: _____
Mayor

20__.
Signature

_____ day of _____,

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
A. Denise Sagerholm,

Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR
PARTICIPATION IN HOME INVESTMENT PARTNERSHIPS PROGRAM
CONSORTIUM FOR FISCAL YEARS 2009, 2010 AND 2011

MUNICIPALITY:TOWN OF DAVIE

ATTEST:

Town Clerk

Mayor

Judy Paul
Print Name

Date

Approved as to form and legal sufficiency:

Counsel

Date

Rev. 04/2009